



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Onondaga Central School District No. 1 and Onondaga Central Schools Non-Instructional Staff Association (2009) (MOA)**

Employer Name: **Onondaga Central School District No. 1**

Union: **Onondaga Central Schools Non-Instructional Staff Association**

Local:

Effective Date: **07/01/2009**

Expiration Date: **06/30/2013**

PERB ID Number: **5857**

Unit Size:

Number of Pages: **44**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

**CONTRACTUAL AGREEMENT  
BETWEEN THE  
ONONDAGA CENTRAL SCHOOL DISTRICT  
ONONDAGA COUNTY, NEW YORK**

**AND**

**THE ONONDAGA CENTRAL SCHOOLS  
NON-INSTRUCTIONAL  
STAFF ASSOCIATION**

**July 1, 2009 – June 30, 2013**

# TABLE OF CONTENTS

ARTICLE I	RECOGNITION AND PAYROLL DEDUCTIONS .....	1
ARTICLE II	GENERAL PROVISIONS .....	4
ARTICLE III	ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	6
ARTICLE IV	WORKING CONDITIONS.....	7
ARTICLE V	JOB PROCEDURES .....	15
ARTICLE VI	VACATIONS/HOLIDAYS.....	18
ARTICLE VII	LEAVE OF ABSENCE .....	20
ARTICLE VIII	MEDICAL EXAMINATIONS.....	24
ARTICLE IX	INSURANCE.....	26
ARTICLE X	WAGES .....	29
ARTICLE XI	GRIEVANCE PROCEDURES .....	31
APPENDIX I	DUES DEDUCTION AUTHORIZATION & CANCELLATION .....	35
APPENDIX II	CIVIL SERVICE TITLE AND CLASSIFICATION .....	36
APPENDIX III	POSITION GRADE WAGE CLASSIFICATION .....	37
APPENDIX IV-A	WAGE SCHEDULE.....	38
APPENDIX IV-B	WAGE SCHEDULE.....	38
APPENDIX V	TAYLOR LAW SECTION 204-A .....	39
APPENDIX VI	STAGE II GRIEVANCE FORM.....	40
APPENDIX VII	VACATION TIME.....	41
	DURATION OF AGREEMENT .....	42

## **AGREEMENT**

This agreement, by and between the Onondaga Central School District No. 1, Onondaga County, New York, hereinafter termed the "District" and the Onondaga Central Schools Non-Instructional Staff Association, hereinafter termed "Association", wherein it is mutually agreed as follows:

### **ARTICLE I RECOGNITION AND PAYROLL DEDUCTIONS**

#### **A. Bargaining Unit**

This unit shall consist of all employees in the Transportation, Clerical, (excluding certain confidential employees) including Teacher Aides, RN's, Custodial/Grounds, Courier and School Lunch Departments, excepting the Transportation Supervisor, Supervisor of Plant Operation and Maintenance, School Lunch Manager, Mechanic/Maintenance Crew Leader, Bus Dispatcher, Assistant School Transportation Supervisor, and further excepting substitute, casual, and student employees.

#### **B. Recognition**

The District, pursuant to Section 206 of the Civil Service Law, hereby recognizes the Association as the sole exclusive bargaining agent for the employees covered by this Agreement for the purpose of collective bargaining for terms and conditions of employment and the administration of grievances arising there under; said recognition to continue for the term of this Agreement.

#### **C. Transportation Services**

1. The District reserves the right to assign trips to occasional drivers to transport up to four (4) students.

An occasional driver is defined as a school district employee who does not ordinarily transport students, and who is not employed as a school bus driver or substitute bus driver on either a full-time or part-time basis.

#### **D. Dues Deductions**

1. The District agrees to deduct from the salaries of its employees, dues for the Association as authorized by each employee. Each authorization shall be in writing in the form set forth in Appendix I. Dues deductions will continue in force from year to year until an individual notifies the District of its discontinuance and then Agency Fee will prevail.
2. The Association shall certify to the District in writing the current rate of membership dues for each Association member approved for payroll deductions. The Association shall give the District thirty (30) days written notice prior to the effective date of any rate change in the dues of the approved Association. The District shall deduct from the salary of each bargaining unit employee who is not a member of the Association an agency fee. This fee, which shall be payable and forwarded to the Association in the same manner as member dues, shall not exceed the dues amount. The Association agrees to indemnify the District and hold it harmless against any and all claims that may arise against the District for complying

with the agency fee provision. The District shall give to the Association President the original or true copy of any notice or claim made on the District pertaining to the agency fee provision.

3. Deductions referred to above shall be made in the following manner:
  - a) The total of all dues and contributions for the Association shall be deducted in twenty (20) equal installments, beginning with the second payroll date in September.
  - b) No later than the first payroll date in September the Association shall
    - 1) provide the District with a list and any new, original, signed authorization cards of those employees who have voluntarily authorized the district to deduct such dues and contributions for the Association, and
    - 2) forward at the same time to the respective Association a list of the members and their addresses.
4. The District shall, following each payroll date from which a dues deduction is made, transmit the amount so deducted in one check to the Treasurer, Onondaga Central Schools Non-Instructional Association, within ten (10) days. The final transmittal for the year shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
5. The Association will assume all responsibility for monies received.
6. An employee may withdraw his authorization at any time by written notice received by the District at least fifteen (15) days prior to the effective payroll date on a form provided by the District and available through the Association and the employee would then be an Agency Fee member.

E. Other Payroll Deductions

1. Direct Deposit

Contributions may be made through payroll deduction to banks and credit unions subject to rules and regulations as set forth by those organizations and approved by the District. Any cost associated with direct deposit will be borne by the employee.

2. Tax Sheltered Annuities

Contributions may be made through payroll deduction to an OCS approved vendor company as designated by the employee. The District will provide a vendor list annually. Deposits will be forwarded as collected.

3. Flexible Spending Plan (IRS) Code – Section 125

The District shall provide a Flexible Spending Plan, in accordance with the provisions of the Internal Revenue Service Code, Section 125. Such plan shall include a premium payment account, an unreimbursed medical expenses account, and dependent care expense account. The plan is available to all staff excluding substitutes. The cost of providing the FSA will

not exceed the savings generated by the FSA. If the costs do exceed the savings, the parties will meet and review the viability of continuing the FSA.

## **ARTICLE II GENERAL PROVISIONS**

### **A. Statute Law**

1. The parties recognize the existence of all laws pertaining to this educational institution including the Public Employees Fair Employment Act (Taylor Law), Civil Service Laws and Education Law. They affirm that they intend to abide fully by all provisions of all such laws.
2. If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **B. Employees Rights and Responsibilities**

1. Any alleged violation of this Agreement must be pursued through the grievance mechanism provided by this Agreement.
2. No member of the Unit represented by the Association shall suffer any employment or other disadvantages by reason of his membership in the Association, or participation in any of its lawful activities.

### **C. District Policies, Regulations and Practices**

1. The District agrees to take such action as is necessary to amend or repeal any rules, regulations, or practices, in the District or in any school in the District, which shall be contrary to, or inconsistent with the terms of this Agreement.
2. The Board of Education reserves the right to adopt reasonable policies, rules and regulations, in addition to those included in the terms of this Agreement, as become necessary for the conduct of the educational program and operation of the school system.

### **D. Board Jurisdiction and Responsibility**

1. The Association hereby recognizes that the Board is a state agency and as such has sole jurisdiction over the operation of the school system and the management of the buildings, other facilities and program, including, but not limited to, number of employees, assignment of duties, purchases, assignment and distribution of supplies, materials and equipment to be used, and training and supervision of the employees.
2. The Board also has the right to direct the employees, including the right to hire, promote, demote, transfer, discipline, discharge for just cause and in the exercise of reasonable judgment, determine the qualifications of an employee, provided none of these functions of the Board shall be exercised so as to abrogate or nullify any specific provision of this Agreement.

E. Reproduction and Distribution of Agreement

Copies of this Agreement shall be copied and distributed at the shared expense of the District and the Association, and a copy given to each employee within one month after the Agreement is ratified. New employees appointed more than one month after ratification shall be given a copy of this Agreement within two (2) weeks after beginning employment.



### **ARTICLE III**

#### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

**A. School Building Facilities**

**1. Building Use**

The Association shall have the privilege, subject to rules and regulations of the District, to use school buildings for meetings. Request for use shall be made in advance through the office of the principal.

**2. Other Facilities**

- a) The Association may have access to, and reasonable use of, employees' mailboxes. All materials placed in mailboxes by the Association shall be identified and dated.
- b) A bulletin board will be provided by the District for the purpose of displaying notices, circulars and other Association related materials as follows:

Each School - One (1) each designated staff lounge, boiler room and kitchen

Garage - One (1)

**B. Professional Conferences and Activities**

The President of the Non-Instructional Association or his/her designee shall be allowed up to five (5) days for attending conferences, workshop, or arbitrations, PERB hearings and/or other union business. These days will be with pay and benefits. If necessary, the Association may obtain one (1) additional such day by paying the substitutes. Any expenses incurred will not be reimbursed.

The Non-Instructional Association President must request the use of these days in writing at least 48 hours in advance. In emergency situations, the Superintendent may waive the 48-hour limit subject to staffing requirements. Requests and approvals will be handled through the Superintendent's office. Approvals will be provided to the Association President as soon as possible, but in no case, less than 24 hours prior to the event.

## **ARTICLE IV WORKING CONDITIONS**

### **A. Employee Job Classification/Regular Employee/Temporary Employee**

1. Employee Job Classification - See Appendix II.
2. Regular Employee - The term regular employees refers to one who works on a 10, 11 or 12-month basis, with a specific weekly schedule. Regular employees are entitled to sick, personal and holiday leave pursuant to the collective bargaining agreement. Regular employees who work four hours or more per day on a 10, 11 and 12-month basis are entitled to health, retirement and all other fringe benefits.
3. Temporary Employee - Student help, summer help, substitutes, vacation help, etc. are considered temporary employees and are not entitled to fringe benefits.
  - a. Summer cleaning and painting – Opportunities for summer cleaning and painting will be posted in all school buildings. Since summer help is considered temporary in nature school employees that fill these positions are not entitled to use accrued sick, personal or vacation time while employed in a summer cleaning or painting position.

Summer cleaning and painting will be paid at the Appendix A, grade 9 hourly rate.

### **B. Job Incurred Expenses**

1. Expenses incurred by the employee in relation to job performance, when known in advance and approved by his supervisor, or when unexpected and reasonable, shall be reimbursed upon submittal of the Voucher Claim and original receipts. Unexpected and unavoidable damage to an employee's clothing will be covered. However, employees in the transportation and custodial classifications will be expected to make use of the coveralls, which will be provided by the District.

Maintenance employees and mechanics will receive an annual tool allowance of one hundred (\$100) dollars per person. Employees will be reimbursed by the District upon the presentation of receipt of purchase. All such purchases need the approval of the Transportation Supervisor.

2. Conference attendance
  - a) Expenses, as approved in advance upon application, shall be reimbursed as allowed by law.
  - b) Employees attending approved conferences shall receive their normal salary for the necessary time involved.

### 3. Transportation

- a) For job related transportation, school vehicles as may be made available, shall be used.
- b) The use of private car must be authorized in advance and approved by the Superintendent only when such is to the advantage of the district. In these instances mileage claimed and approved will be reimbursed at the rate established by the Board of Education.
- c) Employees attending the same conference or involved in the same job travel purpose, shall, when feasible, use one vehicle for necessary transportation.

## C. Overtime

### 1. General Overtime

- a) An employee shall be paid overtime for all work exceeding eight (8) hours in a given day or in excess of forty (40) hours in a given week, except in those instances of holiday and Sunday provisions.

If an employee is absent without pay during a given week, he/she will not receive overtime unless he/she actually works over 40 hours during that week (inclusive of paid leave).

- b) The workweek is considered to be Monday through Friday.
- c) All overtime will be assigned by the immediate Supervisor who will clear this through the Superintendent OR through the Business Administrator.
- d) For general overtime, pay will be at the rate of one and one-half (1 1/2) the hourly rate, which the employee is being paid, at the time, for his/her regular employment or position.
- e) The parties further understand and agree that layover time will not count towards the computation of overtime even when paid at the garage door to garage door driving rate of pay.
- f) Custodial overtime will be equitably distributed among the custodial staff by a system of rotation at each work site (i.e., building) except in an emergency situation or those requiring special skills.

### 2. Holiday Pay

- a) Employees who, because of emergency conditions, are required to work on those holidays for which they normally receive pay, will receive the normal holiday pay to which they are entitled and, for hours worked on such holiday, one and one-half (1 1/2) the regular hourly rate being paid for his/her regular employment or position for each hour.

- b) All holiday work must be authorized in advance by the employee's supervisor and claim for overtime holiday pay approved by such supervisor.

3. Sunday Pay

- a) Employees who, because of emergency or special conditions, are required to work on Sunday will be paid at the rate of one and one half (1-1/2) the regular hourly rate being paid for his/her regular employment for each hour worked.
- b) All Sunday work must be authorized in advance by the employee's supervisor and claim for overtime pay approved by such supervisor.

4. Call-Back pay

Whenever an employee is called back to work after (s)he has left his/her place of employment and when (s)he is not regularly scheduled, (s)he is guaranteed a minimum of one (1) hour of pay at his/her applicable rate.

5. Reporting Pay (Maintenance/Snow Removal)

If an employee is asked to report ahead of his/her regular starting time and is not given twenty four (24) hour advance notice, the employee will receive one (1) hour additional time at his/her regular rate in addition to payment for hours actually worked.

6. Recordation of Hours

Effective July 1, 2000, all custodial staff will be required to punch in at their homework site at the beginning of the workday and at the end of the workday. (The District reserves the right to revisit the punching in/out at lunchtime upon notice to the Association President).

7. Student Disciplinary Hearings

Bus drivers who are requested to attend student disciplinary hearings shall be paid for said time at the current layover rate.

D. Equipment Tools

1. Issuance

Equipment and tools may be issued to an employee to use in the performance of his/her work. Receipt in writing signed by the employee shall be required.

2. Maintenance

- a) Equipment and tools issued or provided for job use are to be maintained in good condition, by the employee directly and/or through available maintenance sources

to which the employee has access as provided by the District. The employee shall make all reasonable efforts to secure such equipment and tools when not in use.

- b) Equipment and tools that may be employee owned are the sole responsibility of the employee and the District incurs no liability in the event of loss.

3. Return of Equipment/Tools

Upon change in job position or assignment or separation from employment, the employee shall return to his supervisor any equipment and tools issued in substantially the same condition as when received, reasonable wear and tear expected. Failure to do so shall render the employee liable for payment of the fair and reasonable value thereof. Upon separation from employment, such return shall be made prior to receiving terminal pay.

4. Private/Personal Use

School owned and issued equipment or tools shall not be loaned or used for personal purposes.

E. Snow Days

1. General

- a) The Superintendent may declare a “snow day” if, in his/her opinion, travel to and from the schools will be hazardous or impossible because of weather conditions.
- b) “Snow days” are usually announced as “closings” over the radio. The Superintendent or his/her authorized designee will notify those twelve-month employees who are requested to report to work. All other non-instructional employees are requested not to try to reach the schools or Bus Garage, and will be paid for the day. For those who work only when students are required to attend and the number of actual snow days used exceeds the number of snow days in the School Calendar, said days will not be paid but the make up day(s) will be paid.
- c) All bargaining unit personnel will be paid for a snow day as a regular working day.
- d) Employees who work during a snow day will receive a regular day’s pay plus regular pay for all hours worked.
- e) Emergency Closings - On days when the school is forced to close because of emergency conditions (other than Snow Days) the following will apply:

In the instances of an Emergency Closing, which can be declared only by the Superintendent, the following procedures will be in effect:

- 1. Emergency closings will be announced over the radio.

2. Only the following Non-Instructional employees are to report for work:

Custodian II  
Building Secretaries

3. All other employees are not to report for work unless specifically requested to do so.
4. The District reserves the right to call in employees as needed.
5. Employees who work during Emergency Closings will receive a regular day's pay plus regular pay for all hours worked.

## 2. Bus Drivers - Other Schools

A driver, whose regular assignment includes service to a school outside the District, shall be paid for that day, or a portion thereof when such school is closed as a snow day and this District is open for classes, providing that the driver reports to the bus garage at his usual time and makes himself available for other driving, equivalent to the time of his regular assignment, should such be requested.

## F. Bus Drivers

### 1. Field, Athletic, and Extra Trip Assignments

- a) Drivers will sign up for field trips
- b) Two separate lists will be kept for field trips, athletic trips and extra trip assignments:
  1. one that will cover all field trips, extra trips
  2. one that will cover sports trips
- c) Assignments will be made from each list by a system of rotation. Initial placement on each list will be by seniority. After initial list is developed names will be added to lists as individuals ask to be added.
- d) If a driver refuses three (3) consecutive field trips, his or her name will be removed from that particular list as identified in section "c", above, for the remainder of the school year.
- e) Upon request, a driver may remove his or her name from either field trip list identified in section "c" above. If reinstatement is desired, the driver's name will be placed on the list as of the date of re-entry. No retroactivity will be granted.
- f) When a field trip is offered, the bus driver has twenty four (24) hours to accept or reject the trip. Once accepted, it cannot be refused except in an emergency.

- g) The Transportation Supervisor and the Association President or Association Representative will work together to insure the fair and equitable implementation of this article.
- h) Prior to inclusion on the rotation list, a driver shall have six months of bus driving experience.
- i) Regular drivers shall have the right of first refusal for field, athletic and extra trip assignments. Should no regular driver accept the trip after canvassing the rotation list, the District's Transportation Supervisor or his designee shall have the sole discretion to offer the trip to any person eligible to drive a school bus who is on the District's transportation roster. Should no person on the District's transportation roster accept the trip, the District's Transportation Supervisor or his designee shall have the sole discretion to assign the trip to any regular driver.
- j) Regular runs will not be interrupted at any time.
- k) Before substitute drivers are called, regular drivers who are free will be asked to cover runs for drivers on field trips as long as their regular runs are not interrupted.
- l) When drivers are asked to cover an extra run that does not run in conjunction with their assignments there will be a minimum of one (1) hour pay at the regular rate.

## 2. Bus Driver Training

- a) Training, beyond that required by the District, as requested by the Driver, shall be provided as follows:
  - 1. The District will provide the bus and trainer not to exceed ten (10) hours.
  - 2. The trainee shall not be paid for such training time.
- b) Training that is requested by the District or required by the State shall be provided as follows:
  - 1. The District will provide the bus and trainer.
  - 2. The trainee shall be paid for such training time at the regular hourly rate of pay for layover time.
  - 3. The District will, upon receipt of a written bill, pay for the cost of testing and related training required by the government for an employee to maintain his/her driver's license.

## 3. Continuous Substitution

- a) In addition to the regular assignment for the year, regular bus drivers will accept reasonable requests to substitute when needed on a temporary basis.

- b) When a regular driver is unavailable to drive any portion of his/her route, the Transportation Supervisor or his designee shall have sole discretion to assign a substitute bus driver to take over the regular driver's scheduled route for any portion left vacant. In addition, the District will not be required to move regular drivers to open routes that may become available on account of the absence of another regular driver. Rather, the District's Transportation Supervisor or his designee may, in his/her sole discretion, assign the route to a substitute driver.
4. Assignment of Bus Routes will be reviewed by OCSNISA and the OCS Superintendent.
- a) As of September 1<sup>st</sup> of each new year, all school bus drivers shall retain their previous year's bus route. All bus drivers will be entitled to the same health insurance benefit level as in the previous school year until the re-bidding process takes place. If there is a new bus driver, then he/she shall bid on the remaining routes left over by seniority. If the seniority is the same, the tie shall be broken by the alphabetical listing of the employee by last name. In the event that a bus driver retires or terminates service at the end of a school year, then the most senior driver who will be returning the following school year shall be given the opportunity to select the run formally held by the person retiring or terminated. This selection must be completed within 48 hours following notification from the district to the driver. In the event that more than one bus driver retires or terminates service from the district at the end of the school year, then the selection by senior returning drivers shall be limited to the same number. Thereafter, complete re-bidding will take place by in the first full week of October of each school year as per the Collective Bargaining Agreement. The routes shall be bid upon by seniority, and only denied for just cause.
  - b) After September 30<sup>th</sup> of each school year, the Transportation Supervisor shall have a listing for posting, to the extent possible, of all bus routes for driver selection. All routes shall be re-bid at the conclusion of the first full week of school in October after driving times have been stabilized and have been verified. The routes shall be bid upon by seniority, and only denied for just cause.
  - c) Once yearly bus route driving times have been established, they will not be changed except for major, permanent (i.e., more than five [5] consecutive workdays) changes in the routes.

5. Summer Driving

Bus drivers who are assigned a bus route during the summer months will not earn fringe benefits such as sick and personal days. Such drivers will, however, be entitled to use accrued sick and/or personal time.

G. Nurses

The minimum work day for nurses shall be seven and one half (7-1/2) hours (including a ½ hour lunch). If a nurse is required to render assistance to a student/staff member immediately before or after the work day, he/she will not receive additional compensation unless he/she works more than thirty (30) minutes beyond the normal work day.



H. Civil Service Job Description.

The District shall provide a civil service job description to each employee at their time of hire or if they transfer to a new position.

## **ARTICLE V JOB PROCEDURES**

### **A. Seniority**

1. Seniority shall begin from the effective date of employment and shall be based on continuous employment with the District, including all approved leaves of absences.
2. Promotions, transfers, upgrades shall be made on the basis of seniority, job experience, and job requirements. When experience and job requirement qualifications are equal, then seniority shall prevail.
3. If at any time it is necessary to institute a reduction in force, seniority within a local job title shall be the sole factor governing the reduction. When an individual being reduced is qualified to perform work in a lower grade level in the same general work classification, (s)he can exercise his/her seniority to bump into the lower grade level position (i.e., Custodian II could use seniority to bump into a Custodial Worker Position).
4. Recall - Employees who have been laid off last in a local job title shall be the first to be recalled in that local job title.

### **B. Job Posting**

1. Notice of all job openings within the District and affecting non-instructional unit employees will be posted in all departments for at least two (2) working days prior to outside announcements or recruiting.
2. All applicants that received an interview shall be formally acknowledged by the District and notified when such position is filled.
3. From July 1 to September 1 job notices, in addition to posting, shall be mailed to the president of the OCS Non-Instructional Staff Association.

### **C. Transfers Assignments**

In making employee assignments and/or transfers of assignment, the concerns of the individual employee shall be considered to the extent that such concerns do not conflict with the best interests of the school system, all factors considered.

### **D. Personnel Information and Data**

1. Information for New Employees

Upon beginning employment, and within fifteen (15) school days from effective date of employment, the District will furnish the employee with all relevant information, as is available, concerning District programs relating to Retirement System and Social Security, Health Insurance and other employment terms and conditions.

## 2. Data and Records

- a) The employee is responsible for filing payroll information and other personnel data, as requested by the District or its related programs authorities, by the times required and thereafter to inform the District of any change in personal status that may affect such payroll or program relationships.
- b) The employee shall complete and promptly file other personnel record information as may be reasonably requested by the District.
- c) Where under Civil Service, Education or other laws and regulations, the employee is required to acquire and/or maintain license, certification, or to meet examination standards or other requirements in order to obtain his/her position of employment, he/she shall be responsible for meeting such requirements.
- d) Each employee shall have the right, upon request and at reasonable times and in the presence of the District Principal or his/her designee, to review the contents of his/her complete personnel file. The employee shall be entitled to have a representative of the Association accompany him/her during such a review.

## E. Employee Evaluation

### 1. Purpose

The District and Association agree that all employees shall be regularly evaluated in order that the District and the individual employee will have an accurate and timely appraisal of the employee's performance.

### 2. Procedures

- a) Criteria and the form used in the evaluation process shall be made known to the employee.
- b) At least one (1) such written evaluation of each employee shall be made each year by the employee's supervisor and a copy of the evaluation reviewed with the employee prior to its becoming part of the employee's personnel record. The employee and evaluator will sign each such evaluation to acknowledge such evaluation; one copy of the evaluation to be given the employee. The evaluation shall usually not be made during the first month of employment and in no case shall it be made during the first two weeks. For continuing employees, these evaluations shall be made between October 15 and May 15.
- c) Only those statements (evaluative and otherwise) generated by local supervisory personnel will be placed in an individual employee's personnel folder. All other material is to be excluded.

F. Separation and Discharge

1. Association Notification

The Association recognizes the right of management to institute disciplinary action for cause. The District agrees that no employee shall be subject to disciplinary action or discharge without bona fide and adequate cause. The Association shall receive notification of written disciplinary action. This notification shall include 1) name of person, 2) type of action, and 3) date of action. It shall not include the reasons for the action.

2. Successor Training

Upon request by the District, and to the extent the separated employee's time remaining coincides with the beginning time of his/her successor as appointed, the separated employee agrees to assist in the training/orientation of such successor.

G. Resignation and Job Abolition

1. All unit employees will give the District two (2) weeks written notice of a resignation and the District will give the employee four (4) weeks notice of his/her job abolition.

H. Retirement

1. An employee retiring under the current retirement plan shall, upon completing ten (10) years of continuous employment for the District and giving the District three (3) months notice in writing, be paid according to the following formula for all unused sick days in the individual's personal sick leave at time of retirement.

Thirty (\$30) per day for a maximum of two hundred (200) days.

Any paid leave is considered employment. The three (3) month written notice requirement may be waived by the District.

2. If an employee retires from the District and returns to work at the District as a unit member, (s)he should start as a new employee at the job rate.

## **ARTICLE VI VACATIONS/HOLIDAYS**

### **A. Vacations**

Vacation accumulation for the first (1<sup>st</sup>) year of employment, if employed on a date other than July 1, is covered in Appendix VII. After the first (1<sup>st</sup>) year of employment, vacation days will be awarded as of July 1 of each year.

Vacation leave must be used by June 30 of the fiscal year in which it was awarded. The Superintendent may, at his/her sole discretion, allow a unit member to carry over a maximum of five (5) unused vacation days into the next fiscal year which then must be used by December 31 of that year.

#### **1. Twelve (12) Month Employees**

Following a full year of service to the District, full-time personnel employed on a 12 month basis are entitled to ten (10) days paid vacation each year; following ten (10) years of continuous service, fifteen (15) paid vacation days each year; following fifteen (15) years of continuous service, sixteen (16) days paid vacation each year; following twenty (20) years continuous service, twenty (20) days paid vacation each year.

#### **2. Eleven (11) Month Employees**

Following a full year of service to the District, all full-time eleven (11) month personnel are entitled to eleven twelfths (11/12) of the vacation allotment of twelve (12) month employees as outlined in A.1. above. In the event of fractional days, said day shall be converted to a whole day if said fraction is .5 or greater (i.e., 9.3 days equals 9 days; 9.6 days equals 10 days).

#### **3. Notice**

Each employee must submit advance notice for use of vacation as soon as possible but in no case less than two (2) weeks prior to the time requested. The employee shall use the District form for said request. The immediate supervisor shall review the department's staffing needs and advise the employee of the disposition of his/her vacation request as soon as possible but no later than one (1) week after submission.

The immediate supervisor may also grant requests for vacation days where notice of less than two (2) weeks is deemed by the supervisor to be justified.

### **B. Holidays**

#### **1. Twelve (12) Month Employees**

Regular employees on a 12-month basis shall receive twelve (12) paid holidays. These holidays shall be as follows: July 4<sup>th</sup>, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, the day after Christmas, New Year's Day, President's Day, Martin Luther King Day, and Memorial Day.

2. Eleven (11) Month Employees

Regular 11-month employees shall receive twelve (12) paid holidays. These holidays shall be as follows: July 4<sup>th</sup>, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, the day after Christmas, New Year's Day, President's Day, Martin Luther King Day, and Memorial Day.

3. Ten (10) Month Employees

Regular ten (10) month employees shall receive ten (10) paid holidays per work year. These holidays shall be as follows: Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, the day after Christmas, New Year's Day, Martin Luther King Day, President's Day and Memorial Day.

4. Floating Holiday

Eleven (11) and twelve (12) month unit employees are entitled to one (1) floating holiday per year. This day may be taken upon advance notice to the immediate supervisor (subject to staffing needs) and may not be taken when school is in session.

C. Eleven (11) Month Employees' Work Year

The annual work year (not the contract year) for 11-month employees shall start any Monday during August and continue the next 48 weeks. During this forty eight (48) week period, each employee will work one (1) of the following three (3) periods:

- a) the week between Christmas and New Year's Day
- b) the week of the annual winter shutdown (in February)
- c) the week of the annual spring shutdown.

If an employee is entitled to vacation, this will be used during the periods (a, b, c) above. If an employee is not entitled to vacation, these periods (a, b, c) will be off without pay unless the employee works during these periods with prior written approval from the Superintendent. When earned vacation days exceed the number of days in the three breaks (a, b, c above) these excess days may be taken during the school year as outlined in Section A.3 above.

## ARTICLE VII LEAVE OF ABSENCE

### A. Absence Benefits Regular/Temporary Employees

#### 1. Regular Employees

The term regular employee refers to one who works on a ten (10), eleven (11) or twelve (12) month basis, with a specific weekly schedule. Regular employees who work four hours or more per day on a 10, 11, and 12 month basis are entitled to fringe benefits. All regular employees as defined in Article 4, Section A, subsection 2 are entitled to leave of absence benefits pursuant to the collective bargaining agreement.

#### 2. Temporary Employees

Student help, substitutes, summer help, vacation help, etc., are considered temporary employees and are not entitled to fringe benefits.

- a. Summer cleaning and painting - Summer help is considered temporary in nature and, therefore, school employees that fill these positions are not entitled to use accrued sick, personal or vacation time while employed in a summer cleaning or painting position.

### B. Personal Illness

1. The total days of absence per year, without loss of pay, will be allowed each employee as equivalent to the total months of service employed per year:

Ten (10) months service - ten (10) days

Eleven (11) months service - eleven (11) days

Twelve (12) months service - twelve (12) days

2. During the first year of service the total annual paid allowance will accumulate at the rate of one (1) day per month of service; the unused balance at the end of the first year added to that for the second year as allowed at the beginning of the second year and years thereafter.

A statement of accumulated sick days, for each employee, shall be given by November 1 of each school year.

3. The number of days of sick leave may accumulate to a total of two hundred (200) days.
4. A medical certificate may be required at the discretion of the Board of Education or the District Superintendent.
5. Extended illness beyond the point where pay deductions begin is not necessarily to be considered as absence without leave.

C. Bereavement

1. Immediate Family

Five (5) days per year for death in the immediate family without loss of pay. These days are not cumulative. Immediate family will be regarded as employee's father, mother, sister, brother, son, daughter, ward, wife, husband, guardian, or those except husband and wife, or the same relationship by marriage.

2. Other Family

One (1) day, in each instance, per year will be allowed for death within the family but outside the immediate family without loss of pay. These days are not cumulative.

D. Personal Business

1. Upon written notification, made in advance, except in last minute emergency situations, the District Superintendent shall approve absence for special or unusual personal business reasons not to exceed five (5) days in any one (1) year without loss of pay. Any unused personal business days will, at the end of the school year, be added to the staff member's personal accumulated sick leave account.

2. During the first year of service the total annual paid allowance will accumulate at the rate of one-half (1/2) day per month of service.

3. The intent of this policy is to provide for the unusual or urgent type of personal business, which cannot be attended to other than on the day, or at the time that the staff member is expected to be on duty and that cannot be classified under any other absence type provisions.

4. The employee shall also complete and submit a personal business request form provided by the District prior to utilizing a personal leave day.

5. When bargaining unit members wish to take personal business leave on the same date, the following further conditions shall apply:

a) For personal business leave requests made more than 30 days or more before the date leave is to be taken, the Superintendent shall, on the basis of seniority of all bargaining unit members, be required to approve the leave requests for the titles listed below. The Superintendent will have the discretion to allow more than the mandated number of personal leave requests.

Bus Drivers and Mechanics: a total of 2 District-wide

Custodian: 1 at high school, 1 at Wheeler, and 1 at Rockwell

Nurses: 1 District-wide

Secretaries: 1 per District building

Teacher Aides and Lunch Monitor: a total of 1 per District building

Bus Monitors and Couriers: a total of 1 District-wide

Grounds/Maintenance Helpers: a total of 1 District-wide



- b) For personal business leave requests made more than seventy two (72) hours but less than thirty (30) days before the date leave is to be taken, the Superintendent may, in the order in which the requests are received, approve the number of leave requests as set forth in paragraph “a” above, subject to availability depending on the number of leave requests already approved for each title pursuant to paragraph “a”. The Superintendent will have the discretion to allow more than the mandated number of personal leave requests.
  - c) For personal business leave requests made seventy-two (72) hours or less before the date leave is to be taken, the Superintendent may direct unit members to provide the reason for the leave requests and shall have sole discretion in granting or denying any or all requests.
- 5. A unit member may request to take, and the Superintendent may grant, no more than two (2) consecutive personal business leave days. In the event a unit member requests to take two (2) consecutive personal business leave days, and the Superintendent denies the request for one (1) of the days pursuant to the provisions of paragraph “4” or any other provision in this Section (Section D), the entire request will be deemed denied. In such case, the unit member shall be required to submit a new request for the day(s) that are available pursuant to paragraph “4”.

E. Jury Duty

Personnel who are called for jury duty shall receive full pay for each day of absence while serving such duty. The per diem amount paid by the government unit for such service shall be properly endorsed and turned over to the District within three (3) school days after receipt.

F. Military Leave

All non-instructional employees engaged in the performance of military duty under proper orders shall be granted all benefits guaranteed under Military Law.

G. Extended Leave

See Civil Service Rule XIX (Onondaga County).

H. Maternity Leave

1. Childbirth Leave

- a) Notice in writing shall be given to the Superintendent on or before the fourth month of pregnancy confirming such pregnancy together with the physician certification of same and his recommendations concerning continued service during pregnancy.
- b) Leave shall commence when a pregnant employee is instructed by her physician to cease work in order not to jeopardize her or her unborn child's health.

- c) Sick leave benefits shall, upon request, be paid for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, such sick leave benefits not to exceed those to which the employee shall already be entitled.
- d) Leave shall terminate with medical certification of fitness to resume her position. The employee may elect to return to her position or apply for childrearing leave under provisions of Section 2.

## 2. Child Rearing Leave

A leave of absence shall be granted to rear a child under the age of five (5) years who is his or her child by birth or adoption or for whom he or she has assumed legal responsibility.

- a) The employee must apply for the leave within six (6) weeks after the birth or adoption of a child.
- b) The leave shall extend for the remainder of the school year in which the child is born or adopted and may be extended by the employee for the next two (2) school years. The termination date of the leave shall coincide with the commencement of the school year.
- c) There shall be no compensation during this leave period.
- d) Notification in writing of intent to return shall be sublimated by April 1 of the semester prior to the one in which the employee plans to return.
- e) An employee may request to return to work at an earlier date, but the decision of approving the earlier return shall rest exclusively with the Superintendent.

## **ARTICLE VIII MEDICAL EXAMINATIONS**

### **A. Purpose and Programs**

1. The District and Association recognize that, to safeguard the health of pupils and to determine the employee's physical and mental capacity to perform his/her duties, the District may require an employee to submit to a prescribed medical examination, as evidence of job fitness, at any time at the expense of the District.
2. In addition to those examinations as required by law, a program of physical examinations for new employees and those being considered for permanent civil service appointment shall be in effect.
  - a) New employees shall have such examination completed within one (1) month of date of formal appointment by the Board of Education.
  - b) Employees being considered for permanent civil service appointment shall have such examination completed prior to such appointment.

### **B. Procedures and Costs**

1. Examinations required shall be performed by the School Physician employed by the District. The examination, as prescribed by the District and recorded on the District examination form, may be performed by the employee's personal physician in which case the employee will be reimbursed for the examination expense incurred, upon submitted copies of bills rendered, as follows:
  - a) Physician Fee - Fee as submitted but not to exceed the fee ordinarily charged the District by the School Physician for each examination.
  - b) Required Laboratory Tests - Fees as submitted but not to exceed the fees charged the District when such tests would have been made in connection with the examination as performed by the School Physician.
2. In cases of examination by the personal physician and related laboratory tests, the examination and tests record shall be forwarded to the School Physician by the personal physician. The School Physician shall retain same and certify the completed examination to the District.

### **C. PPD Test**

Every employee must have a PPD Test for tuberculosis when required by the District. The test will be administered by the School Physician or his designee, at the expense of the District, except if an employee submits a statement from his/her personal physician at the employee's expense, that such test has been administered with stated results.

Initial x-ray work as prescribed by the School Physician, following test results, will be at the expense of the District. Employees unable to take the test may have x-rays taken at the County

Health Department at no charge or, if they prefer, at a physician of their own choice at the employee's expense.

D. Records

Examination, testing and related records will be kept in employee's personnel file, and shall be kept confidential.

## **ARTICLE IX INSURANCE**

### **A. Benefits**

The District shall provide Regionwide II Blue Cross/Blue Shield, with students to age twenty-five (25), a prescription drug card, and substance abuse riders. The District shall provide a prescription drug card rider wherein participants will pay a \$5.00 co-pay for a thirty (30) day supply of generic drugs and a \$20.00 co-pay for a thirty (30) day supply of brand name drugs. In addition, there shall be a mail order drug option wherein participants will pay a \$10.00 co-pay for a ninety (90) day supply of generic drugs and a \$40.00 co-pay for a ninety (90) day supply of brand name drugs.

### **B. The District will pay the following for group health insurance:**

1. Ninety five (95%) percent of the premium for employee coverage and seventy (70%) percent for dependent coverage for all employees working four or more hours per day on a regular work schedule.
2. Any bargaining unit member who is involuntarily reduced will continue to receive the rate of contribution for the year in which the reduction was made from the District that he/she was entitled to before any job reduction.
3. At the expiration of COBRA coverage, the surviving spouse of a unit employee may elect to take individual coverage at his/her own expense provided he/she is first eligible for an undiminished retirement allowance under the New York State Employees Retirement System and not yet eligible for Medicare part A. (i.e. window of opportunity is from age 55 to age 65) The surviving spouse of the unit employee must notify the District within thirty (30) calendar days following the date of the employee's death for coverage to be come effective from the date of the employee's death.

### **C. Retiree Health Insurance**

- a. The Retiree Health Insurance Benefit is provided for unit members who work 4 hours or more per day on a regular work schedule and who have completed twenty (20) years of service to the District. The employee must submit an irrevocable letter of resignation for retirement purposes. An employee retiring under the Retiree Health Insurance Benefit Plan shall give the District three (3) months notice in writing prior to his or her retirement date. The employee must actually retire pursuant to the rules and regulations of the NYSERS and be eligible to receive a pension annuity from the System.
- b. The Retiree Health Insurance Benefit is as follows:
  1. If a unit member has worked 6 hours or more per day on a regular work schedule and meets the requisite criteria delineated in paragraph (a) above, the District shall contribute a flat dollar amount equal to the value of 95% of the individual BC/BS premium in place as of June 30, 2005. The retiree shall contribute 5% of the individual BC/BS premium in place as of June 30, 2005 for individual coverage.

2. If the unit member has worked 4-6 hours per day on a regular work schedule and meets the requisite criteria delineated in paragraph (a) above, the District shall contribute a flat dollar amount equal to the value of 50% of the 95% (or 47 ½%) of the individual BC/BS premium in place as of June 30, 2005. The retiree shall be responsible for the remaining BC/BS premium.
3. Any future increases in the health insurance premium incurred by the District after June 30, 2005, up to the expiration of this benefit, shall be shared, 33 1/3% by the unit members and 66 2/3% by the District of the premium increase only. The District will be obligated to continue the individual's coverage until the member reaches age 70. Paragraph 3 is only applicable for unit members listed in paragraph 1 or 2 above.
4. Bargaining unit members have the right to continue coverage or enroll in the group health and/or dental insurance plans at the time of retirement or when the above-mentioned benefit ends. The retiree will then be responsible for the total premium.
5. Health insurance coverage into retirement does not include dental insurance coverage.

D. The District will offer a dental insurance plan, to be known as the Blue Cross Blue Shield, for individual and family members and will contribute up to one hundred fifty (\$150) dollars per participating unit employee towards the cost of either the individual or family plan respectively.

E. Insurance Company or Plan Changes

1. The District, after discussion with the Association, reserves the right to change the insurance carrier or plan, provided the parties mutually agree the schedule of benefits is substantially the same or greater than those offered prior to a change in carriers or plan.
2. (a) In the event the insurance carrier discontinues the current insurance plan and implements a new plan, the parties agree to meet, and discuss the implementation of, and schedule of benefits, contained in the new plan.  
  
(b) If the insurance carrier unilaterally changes coverage or the schedule of benefits within an existing insurance plan, the parties agree to meet and discuss the changes and/or the impact of the changes.

F. District Practice - Married Employees

1. In the instance of two (2) employees, eligible to participate in the District's Health Insurance Program as above noted, one an eligible dependent of the other by marriage, one of the two employees may elect to enroll in such program for individual and additional dependent coverage. In this instance:

The District will pay that amount of its share of the rate for individual coverage as though such individual employee who is considered a dependent of the enrolled employee was

separately enrolled; the total share of the enrolled employee's premium cost, by payroll deduction, thus reduced accordingly.

## ARTICLE X WAGES

- A. The Position Grade Wage Classifications found in Appendix II and the wage rates noted in Appendix III A and B will be in effect. These rates shall be effective July 1, 2009.
- B. Employees will receive a longevity increment of two percent (2%) for five (5) years of continuous employment in the Onondaga Central School District. This will be increased by an additional 2% each time an additional five (5) year period is completed. Payments will commence as of the day after an employee completes a five (5) year period. (E.g., a person starts work on 9/1/90, on 8/31/95 he/she will have completed five years of continuous service so he/she will receive an additional two percent (2%) per hour commencing on 9/1/95.)
- C. New employees will be placed at the job rate.
- D. Out of Title Work and Pay

When an employee is assigned, for a period in excess of five (5) consecutive working days, to perform the duties of a classification which pays a higher rate, the employee is to be compensated at the higher rate beginning on the sixth (6th) day of such an assignment.

- E. Bus Drivers -Field /Athletic /Extra Trips
  - 1. Field Trips, Athletic Trips, Extra Trip Assignments
    - a) When assigned during the regular school day, drivers will be paid their regular rate from garage door to garage door.
    - b) When assigned by the system of rotation (after 4:15 on regular school days and/or non school days) drivers will be paid as follows:
      - 1. For each hour, and part thereof, of actual driving, drivers will receive their regular rate of pay.
      - 2. For each hour, and part thereof, considered as layover, non-driving time, drivers will be paid at eighty (80%) percent of regular driving rate.
    - c) “Field Trips”  
Field trip availability will be based on the time recorded on the daily time sheets.

All drivers in the AM must complete their own AM route before being eligible for a daytime day field trip. \*Exception to the above: All trips going out before 8 AM for the extent of the school day and all full day trips (i.e. Darien Lake, Seabreeze and Tennis)

PM – In the event of a PM field trip leaving before the driver’s scheduled return time to the Bus Garage that driver will have to give up their whole PM route to be eligible for the PM field trip. A sub or available driver would cover the whole route.



Transportation Supervisor and Assistant Transportation Supervisor/Dispatcher would only drive in emergency situations.

If there is a shortage of drivers and a driver has given up his/her route to take a field trip, that driver will be given an opportunity to fill another route if available.

3:15 runs may be given up to take a field trip.

#### SHORT NOTICE TRIPS

Any trip that is posted after 8:00 AM on the workday before the trip is to depart, or on a day before a non-student day (such as a weekend or holiday) will be considered "Short Notice". A workday is a day in which Onondaga Central is scheduled to transport our students to our school.

The trip will be appointed by going down the rotation list from the point in which the rotation started for that week. The trip will not count as a pass or pick for that person. The person must accept or decline at the time they are asked.

2. On each such trip the driver will have responsibility at all times for the proper use and protection of the vehicle to which he/she is assigned.
- F. Regular employees are not to be considered as casual or substitute employees when working in other job titles over the summer. They will be paid the regular rate of pay for that job classification.
- G. Drivers will be paid up to the following rates for meals during a field trip or extra-curricular run upon, turning in of receipts and when the assignment is more that four (4) hours in duration:

Breakfast or Lunch	\$5.00
Dinner	\$7.50
- H. Employees will be required to attend two (2) one (1) hour or one (1) two (2) hour workshops without pay. Workshops will be held on Superintendent Conference Days when possible. Said workshop will be jointly developed by three (3) representatives appointed by Union and three (3) representatives appointed by District. If the workshop interferes with an employee's regular scheduled work, the employee will make up the time at no additional cost to the District. In the event the committee is unable to mutually agree on the content of the workshop the Superintendent shall, after consultation with the Association President, determine same.
- J. For BOCES runs, drivers will be paid at the driving rate for driving time and at the layover for layover time.

## **ARTICLE XI GRIEVANCE PROCEDURE**

### **A. Declaration of Purpose**

Whereas the establishment and maintenance of a harmonious and cooperative relationship between non-instructional employees, administrators and members of the Board of Education will enhance the educational program of the Onondaga Central Schools, it is the purpose of this procedure to provide a means for orderly settlement of differences at the lowest possible administration level, promptly and fairly, as they arise and to assure equitable and proper treatment of such employees pursuant to established rules, regulations and policies of the District.

### **B. Definitions**

1. Non-Instructional Employee shall mean any employee whose terms and conditions of employment are covered by this Agreement.

Administrator shall refer to any of the following:

- a) Chief Administrator shall mean the District Superintendent of the District.
  - b) Building Principal shall mean the principal of the building unit to which the employee is assigned, either partially or fully, for the exercise of the duties assigned to him/her.
  - c) Business Manager shall refer to that District Administrator responsible to the District Superintendent for certain District wide services.
2. Immediate Supervisor shall mean the Administrator designated by the Chief Administrator.
  4. Representative shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
  5. Grievance is a claim by any non-instructional employee in the negotiating unit based upon any event or condition affecting terms or conditions of employment as set forth in this Agreement. All stages of a grievance will include specific name(s) of bargaining unit member(s), dates, and the specific act or condition.
  6. Days in this Article means workdays. Saturdays, Sundays and Holidays are not counted.

### **C. Stages of Grievance Procedure**

#### **Stage I: Immediate Supervisor**

Within fifteen (15) days of the time the aggrieved knew or should have known of the act or condition on which the grievance is based, the aggrieved or his/her representative will grieve it in writing and discuss it with the Immediate Supervisor. If no consensus is reached, the Immediate Supervisor will transmit his/her written decision within fifteen (15) days of the meeting.

## Stage 2: Appeal

- a) If the aggrieved is not satisfied with the Stage I decision, the grievance will be presented to the Association Grievance Committee. If the committee determines the grievance to be meritorious, it will file a written appeal with the Superintendent, or his designee, within ten (10) days of receipt of Stage I decision.
- b) The appeal will contain the following information:
  - 1 The provision(s) of this agreement involved in said grievance,
  - 2 The time when, and the place where the alleged events or conditions existed, if known,
  - 3. A general statement of the nature of the grievance, and
  - 4. The remedy sought.
- c) Within fifteen (15) school days of receipt of appeal, the Superintendent shall hold a hearing and render a decision.

## Stage 3: Board of Education

If the grievant is not satisfied with the decision at Stage 2, the grievance may, within ten (10) school days of the Stage 2 decision be appealed to the Board of Education. The Board of Education will hold a hearing and render a decision within twenty (20) school days of the receipt of the Stage 2 appeal.

## Stage 4: Arbitration

- a. If the Association is not satisfied with the Stage 3 decision, it may within fifteen (15) days of receipt of said decision, submit the grievance to the American Arbitration Association for arbitration under its Voluntary Labor Arbitration Rules.
- b. The arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which is a violation of the terms of this agreement or which adds to, subtracts from, modifies, changes or alters any provision(s) of this agreement. The decision of the arbitrator shall be final and binding upon all parties.
- c. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

## D. Procedure

- 1. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved and the Association President.
- 2. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances by which the Board and its non-instructional employees are afforded adequate opportunity to dispose of their differences without the

necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

3. The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment. All reasonable effort will be made to avoid interruption of regular duties and to avoid involvement of students in any phase of the grievance procedure.
4. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning an alleged grievance.
5. The aggrieved and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved or any other person by reason of such grievance or participation therein.
7. A copy of the grievance form is found in Appendix VI of this Agreement.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. The Association may submit grievances concerning district-wide policies directly at Stage 2.
10. An individual may submit a Stage 1 Grievance without the intervention of the Association. In the event that any grievance is adjusted at Stage 1 without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved and shall, in all respects, be final; but, said adjustment shall not create a precedent or ruling binding upon either of the parties of this Agreement in future proceedings.
11. If any provision of this grievance procedure, or any application thereof, to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. Any alleged violation of this agreement must be pursued through the grievance mechanism provided by this Agreement.
13. The parties will attempt to identify all relevant sections of the contract pertaining to the grievance at Stage 2.

E. Time Limits

1. The time limits specified for either party may be extended only by mutual agreement.
2. If a decision at one stage is not appealed to the next stage of the procedure within the same limit specified, the grievance will be deemed to be discontinued.
3. Failure at any stage of the grievance procedure to communicate a decision to the designated party or parties within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
4. When a grievance arises late in the school year, the parties will attempt to agree on shorter time limitations, or, where possible, to process the grievance over the summer recess.

## APPENDIX I

### ONONDAGA CENTRAL SCHOOLS UNION DUES PAYROLL DEDUCTION AUTHORIZATION and CANCELLATION FORM

Pursuant to Chapter 392, Laws of 1967, I hereby request and authorize you to deduct, according to arrangements agreed upon with the Onondaga Central Schools Non-Instructional Staff Association, the dues and contributions as certified by the Association. I hereby waive all right and claim for said monies so deducted and transmitted to the Association in accordance with this authorization and relieve the Board of Education and all its officers for any liability therefore. This authority shall be continuous while employed in this school system until changed or withdrawn by written notice, with copy forwarded to the President of the Association.

#### **ACTIVATION**

I understand that this authorization is for the duration of my employment or until such time as I give written permission to cancel it.

\_\_\_\_\_ OCSNI Association and its State and National Affiliates Annual Dues

\_\_\_\_\_ OCSNI Association – Agency Fee

#### **CANCELLATION**

Please cancel as indicated below:

\_\_\_\_\_ OCS Non-Instructional and its State and National Affiliates Annual Dues AND switch to an agency fee status. Allow up to 15 days to process this change.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name – Please print

## APPENDIX II

### CIVIL SERVICE TITLES AND JOB CLASSIFICATION

The following are local job titles with respective Civil Service titles and job classification:

Grade	Local	Civil Service	Classification	Months
9	Clerk-Typist	Typist I	Competitive	10, 11, 12
10	Guidance Sec.	Typist II	Competitive	11
10	Building Secretary	Typist II	Competitive	11
10	PreSchool Secretary	Typist II	Competitive	11
10	VP/Athletic Secretary	Typist II	Competitive	11
10	Transportation Secretary	Typist II	Competitive	12
1	Lunch Monitor	School Monitor	Labor	10
4	Teacher Aide I	Teacher Aide	Labor	10
4	Teacher Aide II	Teacher Aide	Labor	10
10	Groundsman/ Maintenance Helper	Groundsman	Labor	12
6	Cleaner	Custodial Helper	Labor	12
12	Head Building Cust.	Custodian II	Competitive	12
9	Custodian	Custodian I	Competitive	12
9	Custodian	Custodial Wkr. I	Labor	12
12	Mechanic Helper/ Driver Helper	Auto Mech.	Labor	12
15	Mechanic/Driver	Auto Mech.	Labor	12
	Mechanic	Auto Mech	Labor	12
1	Bus Monitor	School Bus Attendant	Labor	10
1	Food Service Helper	FSH 1	Labor	10
3	Cook	FSH II	Labor	10
5	Kitchen Leader	FSH II	Labor	10
15	Bus Driver	School Bus	Non-Competitive	10
10	Courier	Driver/ Messenger	Labor	12
13	Maintenance Worker I	Maintenance Worker I	Non-Competitive	12
16	Maintenance Worker II	Maintenance Worker II	Non-Competitive	12
	RN	School Nurse	Non-Competitive	10

## APPENDIX III

### POSITION GRADE WAGE CLASSIFICATION

<u>Grade</u>	<u>RN</u>	<u>School Lunch</u>	<u>Clerical/Aides</u>	<u>Custodial</u>	<u>Transportation</u>
1.		Food Service I	Clerical Aide Lunch Monitor Bus Monitor		
2.					
3.		Cook			
4.			Tchr. Aide I Tchr. Aide II		
5.		Kitchen Leader (Food Service II)			
6.				Cleaner	
7.					
8.					
9.			Clerk/Typist	Cust. Wkr. I Custodian	
10.			Guid. Sec Bldg. Sec PreSchool Secretary Transportation Sec VP/Athletic Sec	Grnds/Maint/Helper	Courier
11.					
12.				Hd. Bldg. Cust. (Custodian II)	Mechanic Helper Driver Helper
13.				Maint. Wkr. I	
14.					
15.					Mech/Driver Bus Drivers Mechanic
16.	R.N.			Maint. Wkr. II	



**APPENDIX IVA**  
**2009-2013 HOURLY WAGE SCHEDULE**  
**For employees hired on or after January 23, 1997**

<b>GRADE</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
1	13.28	13.71	14.24	14.81
2	13.73	14.17	14.72	15.31
3	14.23	14.69	15.26	15.87
4	14.62	15.10	15.68	16.31
5	15.17	15.67	16.27	16.92
6	15.55	16.05	16.67	17.34
7	16.09	16.61	17.25	17.94
8	16.53	17.06	17.72	18.43
9	17.22	17.78	18.47	19.21
10	17.85	18.43	19.14	19.90
11	18.44	19.04	19.77	20.56
12	19.15	19.77	20.53	21.35
13	19.68	20.32	21.10	21.94
14	20.53	21.20	22.01	22.89
15	21.35	22.05	22.89	23.81
16	24.28	25.07	26.04	27.08

**APPENDIX IV B**  
**2009-2013 HOURLY WAGE SCHEDULE**

**For employees hired PRIOR to January 23, 1997 the JOB RATE shall be one dollar and fifty cents (\$1.50) greater per hour than the hourly wage rate shown for each of the classifications noted in Appendix IV A.**

<b>GRADE</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>
1	14.78	15.21	15.74	16.31
2	15.23	15.67	16.22	16.81
3	15.73	16.19	16.76	17.37
4	16.12	16.60	17.18	17.81
5	16.67	17.17	17.77	18.42
6	17.05	17.55	18.17	18.84
7	17.59	18.11	18.75	19.44
8	18.03	18.56	19.22	19.93
9	18.72	19.28	19.97	20.71
10	19.35	19.93	20.64	21.40
11	19.94	20.54	21.27	22.06
12	20.65	21.27	22.03	22.85
13	21.18	21.82	22.60	23.44
14	22.03	22.70	23.51	24.39
15	22.85	23.55	24.39	25.31
16	25.78	26.57	27.54	28.58

**APPENDIX V**  
**TAYLOR LAW, SEC. 204-a**

**It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.**

**APPENDIX VI  
ONONDAGA CENTRAL  
Stage 2  
GRIEVANCE FORM**

1. Name of the Aggrieved: \_\_\_\_\_
2. Date of Stage 1 submission: \_\_\_\_\_ Date of Stage 1 Reply: \_\_\_\_\_  
Date of Stage 2 submission: \_\_\_\_\_
3. A general statement of the nature of the grievance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. The provision(s) of this agreement involved in this grievance:  
\_\_\_\_\_  
\_\_\_\_\_
5. The time when, and the place where the alleged events or conditions existed:  
\_\_\_\_\_  
\_\_\_\_\_
6. The remedy sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copies of this grievance are to be  
Distributed to:

1. Superintendent
2. Association President
3. Association Grievance Committee
4. Utility Copy

Material(s) that are to be  
submitted at this Stage of the  
Grievance Process:

1. A written copy of the Stage 1 grievance and reply
2. Any pertinent documentation that is available

## APPENDIX VII

### VACATION TIME

#### A) Twelve (12) Month Employees

Individuals who begin work at a time other than the beginning of a fiscal year will receive a prorated vacation allotment on July 1st of their first (1st) year. This time will be used during July 1 - June 30 of that year.

Number of Months of <u>Employment</u>	Number of Vacation Days <u>As of First (1st) July 1</u>
1	1
2	2
3	3
4	3
5	4
6	5
7	6
8	7
9	8
10	8
11	9
12	10

1. On the next nine (9) July 1st's these individuals would receive their full ten (10) day allotment.
2. Starting on the eleventh (11th) July 1st these individuals would receive fifteen (15) days per year.

#### B) Eleven (11) month employees will receive eleven twelfths (11/12) of the vacation time allotment of twelve (12) month employees.

## DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2009 through June 30, 2013 except as specifically modified herein, and thereafter it will remain in full force and effect until amended by a successor Agreement.
- B. The Association will give the District written notice of its intent to negotiate no later than January 15, 2013. Negotiations shall commence not later than February 15, 2013. Amendments from such negotiations shall take effect that following July 1.
- C. This Agreement contains the entire Agreement between the parties on the subject matters set forth, herein, and shall not be modified or amended except by mutual agreement of both parties.

By \_\_\_\_\_  
President  
Onondaga Central School Non-  
Instructional Staff Association

\_\_\_\_\_  
Superintendent  
Onondaga Central School District

Date \_\_\_\_\_

Date \_\_\_\_\_